

ADDENDUM TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

END of LIFE

This Addendum to Settlement Agreement And Release (together with any exhibits hereto, the "**Agreement**") is effective as of this 29th day of October, 2014 (the "**Effective Date**"), by and between Vix Technology (USA) Inc. ("**Vix**"), on the one hand, and Snohomish County Public Transportation Benefit Area, Kitsap County Public Transportation Benefit Area, Central Puget Sound Regional Transit Authority, Washington State Department of Transportation, Ferries Division, Pierce County Public Transportation Benefit Area Corporation, City of Everett, and King County, (collectively, the "**Agencies**") on the other hand. Vix, each of the Agencies and the Agencies together are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

I. RECITALS

1. Through mediation the parties reached a Settlement Agreement and Mutual Release regarding issues concerning certain equipment that is part of the RFC System reaching end of life. The parties agree that they inadvertently omitted a piece of equipment from that agreement, and wish to enter into this addendum to address that omission.

2. This Agreement is intended to address end of life issues but is not a global settlement of all disputes and claims.

NOW, THEREFORE, in consideration of the mutual promises, obligations, and covenants set forth in this Agreement, the Parties agree as follows:

II. TERMS AND CONDITIONS OF SETTLEMENT

1. End of Life / Support.

The parties agree that "Fare Card Reader/Writer" should be added as an item included in the list in Section II(1)(a), as well as in the table in Section II(1)(b), with a "Minimum Order Quantity" of 100.

2. Other Terms.

Except as specifically provided in this addendum, all agreements, terms, conditions, and other provisions in the parties' Settlement Agreement And Release concerning end of life issues will remain in full force and effect.

3. Public Document.

This Agreement is a public document.

4. **Representations and Warranties.**

a. **Organization, Authorization**

Vix, on the one hand, and the Agencies on the other hand, represent and warrant to each other that (i) each Party has full and complete power, capacity, and authority to enter into this Agreement and to consummate all transactions and perform all obligations contemplated by this Agreement, (ii) the execution of this Agreement has been duly authorized by all necessary corporate or official action, if any, on the part of each Party, and (iii) this Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

b. **Company Consent and Approval**

Vix and the Agencies represent and warrant that (i) all necessary third-parties have consented to and approved this agreement, or (ii) such consent and approval are not required for the execution of this Agreement or the performance by Vix and/or the Agencies of their obligations herein and therein.

5. **Counterparts.**

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as the original instrument and as if all the Parties to the counterparts had signed the same instrument. The Parties also agree that facsimile, portable document format ("PDF"), scanned, and/or electronic signatures shall have the same effect as manually signed originals and shall be effective upon transmission.

...


...

...

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement, effective as of the Effective Date listed above.

READ AND AGREED TO:

By:


Vix (USA) Inc.
Name: DOUGLAS W. THOMAS
Title: GENERAL MANAGER

Date:

10/17/14

By:

Joint Board

Name:

Title:

Date:

And By



Dated:

10/22/14

Kevin Desmond, King County
(King County Metro Transit)

Dated:

Emmett Heath, Snohomish County Public
Transpiration Benefit Area Corporation
(Community Transit)

Dated:

Tom Hingson, City of Everett (Everett Transit)

Dated:

John Clauson, Kitsap County Public
Transportation Benefit Area Authority (Kitsap
Transit)

Dated:

James Walton, Pierce County Public
Transportation Benefit Area Corporation (Pierce
Transit)

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(King County Metro Transit)

Dated: _____

Emmett Heath, Snohomish County Public
Transpiration Benefit Area Corporation
(Community Transit)

Dated: _____


10/24/14

Tom Hingson, City of Everett (Everett Transit)

Dated: _____

John Clauson, Kitsap County Public
Transportation Benefit Area Authority (Kitsap
Transit)

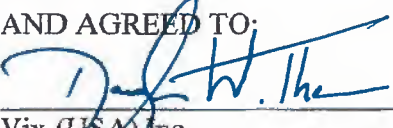
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Dated:

Emmett Heath, Snohomish County Public
Transpiration Benefit Area Corporation
(Community Transit)

Dated:

Tom Hingson, City of Everett (Everett Transit)

Dated:

10/23/14


John Clauson, Kitsap County Public
Transportation Benefit Area Authority (Kitsap
Transit)

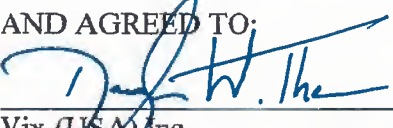
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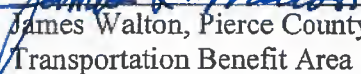
Tom Hingson, City of Everett (Everett Transit)

Dated:

John Clauson, Kitsap County Public
Transportation Benefit Area Authority (Kitsap
Transit)

Dated:

10/27/14


James Walton, Pierce County Public
Transportation Benefit Area Corporation (Pierce
Transit)

Dated: 10/21/14
Brian McCartan

Brian McCartan, Central Puget Sound Regional
Transit Authority (Sound Transit)

Dated: _____

Lynne Griffith, WSDOT Ferries Division
(Washington State Ferries)

Dated: 10/21/14
Brian McCartan

Brian McCartan, Central Puget Sound Regional
Transit Authority (Sound Transit)

Dated: 10/24/14
Lynne Griffith

Lynne Griffith, WSDOT Ferries Division
(Washington State Ferries)